

**INTER-LOCAL AGREEMENT FOR SUPPORT SERVICES
BETWEEN THE CITY OF CENTRALIA
AND LEWIS COUNTY**

THIS INTER-LOCAL AGREEMENT is made by and entered into between the City of Centralia (hereinafter referred to as “City”) and Lewis County (hereinafter referred to as “County”), both political subdivisions of the State of Washington. This Inter-local Agreement (hereinafter referred to as “Agreement”) is entered into pursuant to the Inter-local Cooperation Act, RCW chapter 39.34. This Agreement is intended to provide assistance in the update the Multi-Jurisdictional Hazard Mitigation Plan (Hazard Plan).

WHEREAS, it is appropriate that, in order to implement such an arrangement, an inter-local agreement be executed between the parties setting forth the conditions and terms of that arrangement.

NOW, THEREFORE, in consideration of the terms and conditions herein, the City and the County agree as follows:

1. **Purpose.** This Agreement is intended to provide a timely and economical mechanism for the update and rewrite of the Hazard Plan to comply with the requirements of FEMA and to preserve the eligibility of the County (and all other governmental, non-profit and other entities that have collectively and individually participated in preparation thereof) for federal funding.
2. **Means of Joint Undertaking.** No separate legal entity shall be created to implement the terms of this Agreement. The City Manager and the County Director of Community Development shall provide joint oversight to administer this Agreement.
3. **Term of the Agreement.** The term of this Agreement and the performance thereof shall commence upon signing by both parties and shall terminate on December 31, 2015. This Agreement may be extended, terminated or renegotiated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.
4. **Description of Services.** The scope of services work is divided into two sections, the City of Centralia’s responsibilities and Lewis County’s.
 - i) The City agrees to provide the following support services to the County in the preparation of the Hazard Plan:
 - (1) *Office Location:* The City will provide office space, computers, printers, copy machine, lap top, and other equipment needed for the development of the Hazard Plan.

- (2) *Support Staff*: The City will provide additional support staff to assist in the development of the Hazard Plan, including administrative staff and other professional staff. The City will take minutes, track attendance, and provide other necessary clerical support, including but not limited to transferring data, graphic design, and fielding questions.
 - (3) *Collection of Available Data*. The City will collect and analyze data and integrate it into the Hazard Plan as the basis for the formulation of the recommendations. The City will also identify gaps in existing data and include recommendations to address those deficiencies.
 - (4) *Insurance and Benefits*. The City will provide salaries, benefits and insurance to the support staff that assist in the development of the Hazard Plan.
 - (5) *Vehicle and Transportation*. The City will provide transportation (including insurance) for support staff to and from public meetings and workshops.
 - (6) *Distribution of Information and Media Coordination*. The City will distribute news releases, public hearing notices, and coordinate with the media to generate feature articles.
 - (7) *Printing and Distribution of Handouts*. The City will print and distribute handouts.
- ii) The County agrees to provide the following support services to the City in the preparation of the Hazard Plan:
- (1) *Data Collection*. Support the Hazard Mitigation Planner with the collection of data for the development of the Hazard Plan.
 - (2) *GIS Data*. Provide any currently available Geographic Information Systems (GIS) data. The County and the City will perform all GIS analyses necessary for completion of the Hazard Plan.
 - (3) *Copies*. Supply paper and digital copies of all GIS data and information generated in association with this project at no cost.
 - (4) *Meeting Space*. The County will identify and reserve appropriate meeting rooms for all meetings and public workshops
 - (5) *Payment for Releases and Public Hearing Notices*. The County will pay for any news releases and public hearing notices.
 - (6) *County Website*. The County will identify opportunities to present the draft Hazard Plan to groups and publish the plan on its website
 - (7) *County Staff*. County staff will be present at all public outreach meetings
 - (8) *Printing and Mailing Costs*. The County will assist in the planning and presentation of all public outreach meetings (printing of any handouts, maps, and boards)
 - (9) The County will pay for all printing costs and mailing costs on large County-wide mailings if requested and approved by the Community Development Director in advance

Definitions. As used in this agreement, the following definitions will apply:

- A. “Hazard Plan” shall mean the Lewis County Multi-Jurisdictional Hazard Mitigation Plan, a policy document adopted under the federal Disaster Mitigation Act that includes proactive hazard mitigation strategies consistent with the requirements of the Federal Emergency Management Agency (FEMA) and the Code of Federal Regulations(CFR) , 44 CFR Part 201.6 .
 - B. “Participation” of agencies shall mean active involvement of a governmental, non-profit or other agency in the preparation, public involvement, review and final adoption of the Hazard Plan consistent with the requirements of FEMA.
- 5. **Confidentiality.** The City and its employees shall maintain the confidentiality of all of the information provided by the County or acquired by the City in the performance of this Agreement.
 - 6. **Availability.** The City shall maintain reasonable availability of designated staff to perform services for the County in order to advance progress and avoid unnecessary delays.
 - 7. **Compensation.** The County agrees to reimburse the City for salary and benefits paid by the City to its support staff for actual time spent by City support staff providing the services described in Section 4 of this Agreement and in accordance with Attachment A-- Compensation. All time claimed for reimbursement shall be supported by timesheets completed and signed by support staff and approved by the City Manager.
 - 8. **Payment.** The City shall submit monthly invoices to Lee Napier, Director of Community Development for the work performed the previous month. Invoices shall provide a detailed description of the work performed along with the date, the amount of time and the charges including any expenses. Invoices shall be due by the 15th of the month. Payment shall be made within 30 days of receipt of invoice.
 - 9. **Assignment and Subcontracting.** No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without express and prior written approval of Lewis County’s Director of Community Development.
 - 10. **Modifications.** Either party may request changes in the Agreement. Any and all agree modification shall be in writing, signed by each of the parties.
 - 11. **Termination for Public Convenience.** Either party may terminate this Agreement in whole or part upon 30 days written notice whenever the City or the

County determines, at either party's sole discretion that such termination is in the interest of the City or the County.

Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Lewis County:	Lewis County Department of Community Development Director 2025 NE Kresky Ave. Chehalis, WA 98532
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If to City of Centralia:	City of Centralia City Manager PO Box 609 Centralia, WA 98531-0609
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12. Defense and Indemnity Agreement. Each party agrees to indemnify, defend, and hold the other party, including its employees, representatives and agents, harmless from and against any and all claims, proceedings, demands, cause of actions, costs, expenses, and losses ("Claims and Losses") arising directly from a breach of this Agreement by such party, provided any such Claim or Loss does not arise from the gross negligence or willful misconduct of the other party.

13. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Lewis. The law of the State of Washington shall govern this Agreement.

14. Severability. If any term or condition of this Agreement or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect the other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

15. Waiver. Failure by either party at any time to require performance by the other party under this agreement or to claim a breach of any provision of this agreement shall not be construed as affecting any subsequent breach or the right to require performance or affect the ability to claim with respect thereto.

16. Entire Agreement. This Agreement (a) contains the entire understanding of the parties with respect to the subject matter covered, (b) supersedes all prior and contemporaneous understandings, and (c) may only be amended in a written instrument signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2015.

CITY OF CENTRALIA

BOARD OF COUNTY
COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Rob Hill, City Manager

Edna J. Fund, Chair

APPROVED AS TO FORM:

P.W. Schulte, Vice Chair

Shannon Murphy Olson, City Attorney

Gary Stamper, Commissioner

ATTEST:

Karri Muir, CMC, Clerk of the Board

APPROVED AS TO FORM:

Glenn Carter, Deputy Prosecuting
Attorney

Attachment A COMPENSATION

Compensation. County shall pay City upon execution of this agreement for all services rendered, supplies and materials, and/or any other fee(s) under the terms of this agreement a sum not to exceed \$30,000. Payment is due and payable on or before January 10, 2016. However, City may submit invoices to County on a regular (monthly or quarterly) basis for periodic payment for services performed during the previous time-period, provided that the sum of the total accrued periodic payments shall not exceed seventy-five percent (75%) of the total contract amount, with any final payment being due once all conditions of this agreement have been fulfilled. County shall reserve the right not to reimburse City for services or work products produced if said services or work product do not meet FEMA or CFR requirements.